The Legal News.

Vol. XIV. MARCH 7, 1891. No. 10.

A very interesting question came before the English Queen's Bench Division, Nov. 3, 1890, in *Stanley* v. *Powell* (1 Q. B. Div. 86). The defendant, who was one of a shooting party, fired at a pheasant. One of the shot accidentally glanced from the bough of an oak, and injured the sight of the plaintiff, who was employed at the time in carrying cartridges for the party. The jury found that there was no negligence on the part of the defendant, and the question was whether an action lay in the absence of negligence. The Court reviewed the authorities from the time of Henry VII, and came to the conclusion that if the case was regarded as an action on the case for an injury by negligence, the plaintiff had failed to establish that which was the very gist of such an action. Regarded as an action for trespass the verdict of the jury was equally fatal. The action was therefore dismissed.

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The folly of testators in neglecting to visit their lawyers before making their wills is illustrated by the case of the Rev. John Hymer, of Brandsburton. This gentleman had a fortune of about a million dollars with which he was desirous of founding a grammar school at Hull. To avoid paying a lawyer's fee he drew the will himself, but it was so worded that it was void under the Statute of Mortmain. An intestacy resulted, and Robert Hymer, to whom the will bequeathed merely an annuity of $300, became the possessor of the estate. The heir who profited so largely by his kinsman's aversion to lawyers, has contributed a quarter of the estate to the original object.

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A Bill before the Imperial Parliament proposes a radical innovation in qualification for office. Section 3 reads as follows:—"No person shall be disqualified from being elected or appointed to or from filling or holding any office or position merely by reason that such person is a woman, or being a woman is under coverture." This would open not only Parliament but the bench to women, and we might witness a female prime minister, or a female chancellor on the wool sack, dispensing the patronage which pertains to that position.

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## COURT OF REVIEW.

MONTREAL, Feb. 24, 1891.

*Coram* JOHNSON, Ch. J., JETTÉ, MATHIEU, JJ.

CHARLAND v. MALLETTE.

*Precedence of hearing—Court of Review.*

HELD:—*That cases in the Superior Court, instituted under the Act relating to summary causes, when taken to Review are not entitled to precedence of hearing before that Court.**

The action was on a promissory note, and judgment was rendered in favor of the plaintiff. The defendant inscribed.

JOHNSON, Ch. J.:—

A motion was made yesterday by Mr. Bonin to put the case of *Charland* v. *Mallette* upon what is known as the privileged list, *i. e.* to give it precedence over the cases on the ordinary roll. That motion was useless, because the case was already on the preliminary list of cases which we have been accustomed to call before the others. At the same time it was stated by Mr. Archambault, adversely to Mr. Bonin's pretensions, that the case had no right to be there. As nothing appears to have been ever distinctly settled upon this subject, I will take leave now to give my opinion upon it.

In the first place I have never been able to understand how there came to be any confusion between questions of procedure and questions of precedence, which are obviously very different things. The law has authorized summary procedure for a long time past in certain cases, as, for example, cases between lessors and lessees; but so far from giving those cases a precedent right of being heard before those of other of Her Majesty's subjects, the law has done something very different; it has given them a court and a procedure of their own. The same thing has been done in a numerous class of cases by

* See also *McIntyre* v. *Armstrong*, M. L. R., 4 S. C. 251.

the recent statute—cases now heard before the division of this Court known as the Summary Cases Court. When these cases leave the court of summary procedure, and come here, we have no power of making our procedure any more summary than it already is in all other cases. We can hear counsel upon them, and decide them; that is all. Therefore the suggestion that this is still the Superior Court, which in a sense is true, is beside the question, for there is no procedure possible in any case here which differs in one case from what it is in another. There are cases again where the law has given precedence to them over all other cases, as in the case of elections of members of Parliament which concern the interests of the whole people. But apart from summary proceedings, where they exist, and precedent right of being heard over other cases, where such a right as that exists, I know of no law authorizing us to give a right of being heard to one person more than to another contrary to the order of the roll. In what are called summary cases, the object of the law is to shorten the proceedings; not to give a preferential right to be heard. The cases in which we have been accustomed to give precedence, apart from election cases where the law expressly prescribes it, have been cases where, *ratione materiæ*, such as the liberty of the subject, as in cases of *capias* where the party is in prison, or cases where an immediate and exceptional interest exists for a speedy decision—such as in the case of leases of houses, expulsion, etc.

It was said that the Court of Appeal has decided the question. I have not been able to verify that, but even if it has, it is certain that the law has given to us, and not to the Court of Appeal, the right to regulate our practice here.

An observation, (I will not call it an argument but a suggestion *ab inconvenienti*) was made to the effect that the numerous cases now disposed of in the summary court would all come here for delay to be had so cheaply for the debtor and so disastrously for the creditor. But what, if all those cases should come here for that object, as there is good reason to fear that a full half of all cases do already? In the first place, they are of a nature to be disposed of promptly; and in the next place, the evil will not be so great as if we gave them precedence, which would block the general roll and give debtors in ordinary cases incalculable and unjust delay. But an abuse of this description would be easily cured; and if we found it to exist we could easily have a day or an hour devoted to cases in the summary court. I can see, however, no justification for us to prefer one litigant over another, where the law does not require it.

Motion dismissed without costs; case put on ordinary roll.

*Taillon, Bonin & Dufault* for plaintiff.
*Archambault & St. Louis* for defendant.

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## *SUPERIOR COURT—MONTREAL.**

*Mandate—Bank—Action of shareholder against director—Prescription—Litigious rights—Responsibility for acts of employees.*

*Held:*—1. The action of a shareholder of a Bank against the directors, to recover loss occasioned by their gross negligence and mismanagement, being the action of mandate, is prescribed only by thirty years.

2. The action against the directors for maladministration appertains to the corporation, but in default of suit by the corporation it is competent to a shareholder to institute it.

3. Where several shareholders assign their claims to one of their number, not selling them to him, but constituting him procurator *in rem suam*, the defence of litigious rights cannot be pleaded, this form of association *ad litem, i. e.* the joinder of several creditors to bring a joint action against the same defendant, being recognized by the civil law.

4. Directors of a corporation are bound to exercise the care of a prudent administrator in the management of its business. Such acts as allowing overdrafts by insolvent persons without proper security, the impairment of the capital of a Bank by the payment of unearned dividends, the furnishing of false and deceptive statements to the Government, the expenditure of the funds of the Bank in illegal purchases of its own shares, are acts

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* To appear in Montreal Law Reports, 7 S. C.

of gross mismanagement amounting to *dol*, and render the directors personally liable, jointly and severally, for losses sustained by the shareholders by reason thereof.

5. Directors cannot divest themselves of their personal responsibility. While they are at liberty to employ such assistants as may be required to carry on the business of the corporation, they are nevertheless responsible for the fault and misconduct of the employees appointed by them, unless the injurious acts complained of be such as could not have been prevented by the exercise of reasonable diligence on their part.—*McDonald* v. *Rankin*, Pagnuelo, J., Dec. 13, 1890.

## FIRE INSURANCE.

(*By the late Mr. Justice Mackay.*)



### CHAPTER X.

### NOTICE OF LOSS.

[Continued from p. 37.]

§ 244. *Examples of particular requirements as to notice.*

In *Scott* v. *Niagara Dist. M. Ins. Co.*,[1] where a particular account was to be furnished within 30 days after loss, parol waiver of this condition was relied on by the plaintiff. The action, however, failed, it being held that a substituted parol contract cannot be set up against a sealed policy.

According to the Civil Code of Lower Canada, Art. 2478, the insured must, with reasonable diligence, give notice of loss to the insurer; and he must conform to such special requirements as may be contained in the policy with respect to notice and preliminary proof of his claim, unless they are waived by the insurer. If it be impossible for the insured to give notice or to make the preliminary proof within the delay specified in the policy, he is entitled to a reasonable extension of time.[2]

By the policies of some companies formal proofs, after notice of fire, are not required. The company undertakes, under such policies, to determine the amount of the loss at their own diligence.

In *Markle* v. *Niagara Dist. M. F. Ins. Co.*, 28 U. Ca. Q. B. Rep., the verdict for plaintiff was set aside. Incumbrances sometimes are required to be declared in 30 days after loss; incumbrances before and those after policy—sometimes one, sometimes both. This condition is a condition precedent. There being incumbrances not mentioned by insured, he lost his case. Condition may read so as to require declaration of no incumbrances, where none are.

In the case of *Stimpson* v. *Monmouth M. F. Ins. Co.*,[1] as to notice of loss to be given, it was held that the insurer's sub-agent writing to the head office, at the insured's request, (though this fact was not stated in the agent's letter) was sufficient notice of the fire; they could look out upon that.

If, after proofs, officer of the company visit the place of the fire and refer to the proofs, yet do not ask them to be put into better shape, and afterwards resist payment for particular reasons; then, when sued, go upon the defect of preliminary proofs, the insurance company must be held estopped, although the policy provide that no condition shall be held waived except by writing endorsed on or annexed to the policy, and signed by president or secretary. Well, what is the use of such clause against waiver? It is said that the insurance company may be estopped, but not thus would it be if defendants were seeking exemption from some obligation of the policy. In the case of notice and particulars, the conduct afterwards of insurance company may be such as to make it too late for them, at the trial, to object to form.[2]

*Scott et al.* v. *Phœnix Ass. Co.*[3] was a case in the Privy Council in which a judgment of the Court of Appeals of Lower Canada, reversing one rendered in the King's Bench at Montreal and dismissing appellants' action, was confirmed. The appellants had taken a policy which obliged them to procure and deliver to the insurers with particulars of loss a certificate under the hand of a magistrate,

[1] 25 U. C. Q. B. Rep.

[2] For example, see *Campbell* v. *Monmouth Mut. F. Ins Co.* (Maine), 5 Bennett's cases.

[1] 47 Maine, 5 Bennett, 400; approved in *Campbell* v. *Same Company*, A.D. 1871, 5 Bennett's cases.

[2] *Blake* v. *Exch. Mut. Ins. Co. of Philadelphia*, 12 Gray's R. See Waiver, *post*.

[3] Stuart's L.C. Reports.

or a notary, of the city or district, certifying as to the character of the insured and as to the said magistrate's or notary's knowledge or belief that a loss had been sustained to the amount therein mentioned. Fire happened and the insured delivered a certificate, but it was silent as to knowledge or belief of amount of loss. It was held (upon an objection not taken in the court of first instance) that the certificate was insufficient, and that the insured had no right of action.

A policy requires notice of loss to be given in 30 days from the loss. Suppose cargo insured in a ship that sails from Quebec 15th May; she is not heard of afterwards except on 17th May, when 100 miles from Quebec, until December 10, when found on the coast of Newfoundland a perfect wreck, all hands lost—one dead on board. Is it to be held that the insured cannot recover, announcing the loss only 7th January following, on the ground that the 30 days have passed since the loss, and that in marine cases the loss is presumed as at time of last news (17th May)? This would be a hard case.

Suppose insurance in London, England, of a house at Batavia or Amboyna; burned 1st May, news of it to either assured or insurer only on 1st August. Surely notice of that might well be given 15th August and the insured recover!

Notice of fire having happened, being required to be given forthwith, say as by the second of the conditions at the head of this paragraph, notice only after three weeks, might be held non compliance with the condition fairly in many cases, but in some cases not so; if the insured were absent, for instance, and only got home after three weeks after a fire, I would hold his notice then sufficient, he delivering in one calendar month his particular account of loss. In *Inman* v. *Western Ins. Co.*[1] a fire having happened on the 23rd of February, notice of it given only on the 2nd of April was held non compliance with the policy.

Alauzet, vol. 2, p. 423, says that if notice of fire be required to be given in a certain delay, this is comminatory only, in France; and in Lower Canada this principle has been approved, and it has even been held that the term fixed for the filing of the particular account of loss is not a *terme fatal.*

In *Dill* v. *Quebec Ass. Co.* the Queen's Bench of Lower Canada, in 1844, upon motion for new trial by the defendants founded firstly upon plaintiffs not having filed particulars of loss within 14 days according to the policy, secondly upon plaintiffs not having proved by legal evidence that the defendants had extended those 14 days till the 28th of October as alleged by plaintiff, held that the term of 14 days for filing particulars was not necessarily a *terme fatal;* Pothier Ass. No. 127; Grun & Joliat, No. 237, ch. iv); and 2nd that the president and secretary of the assurance company had extended the term of 14 days, as plaintiff alleged, and that they had right to modify the condition of the policy and to extend the term. The fire occurred on the 1st of October. On the 2nd the plaintiff notified the company of the fire. The plaintiff was suspected, and the company procured an enquiry before a magistrate. Before the end of the enquiry or the expiration of the 14 days, plaintiff asked the president and secretary of defendants at their office for delay to file particulars, which they granted. On the 18th of October the enquiry ended, and on the 28th plaintiff filed his particulars which were received without objection. Afterwards the company asked an affidavit from plaintiff, which he gave them, the president of the company swearing him. At the trial defendants said that their officers could not waive things so. The court held the contrary. The defendants' policies stated that the president and secretary were authorized to sign all policies, and that no alteration of a policy could be made except at the office of the company with the approbation of the "secretary or agent" of the company. The court held that such secretary or agent issuing policies might strike out what conditions he pleased, and that certainly the president and himself might, in the office, agree to extend the term fixed by a condition for assured's doing a thing in.

Had there not been the agreement referred to, the majority of the court would have held the 14 days not a *terme fatal.*[1]

[1] 12 Wendell.

[1] *Semble* they would, Grun & Joliat to the contrary notwithstanding; see Toullier, Tom VI, No. 608.

The first clause and the American clause at the head of this section are more favorable, as to *terme* within which particular account is to be delivered (after notice of fire given) than the English clause.

It is said in *Moore* v. *Harris* [1] that clauses requiring that claims be sent in in specified periods are strictly construed. The clause allowing thirty days to send in proofs was held a material part of the contract. If not so, there would be no appointed time, and the assured might wait one or more years.[2]

"As soon as possible after" must the particular account be delivered under the first, but under the second, the term of a calendar month is fixed.

But what is the penalty? Seemingly, that only after statement and oath is the loss payable.

Under the condition to furnish such proofs of loss as the directors "may reasonably require," or proofs "to the satisfaction of the directors," it is for the jury to say whether reasonable proofs have been offered, proofs that reasonable men would, ordinarily, be satisfied with; and the courts will charge the jury that that is all that the insured can be held to do.[3]

If by the policy particular certificates, or affidavits, to support the insured's claim for loss, are not ordered, none can be insisted upon, and under such a policy the loss being stipulated payable within ninety days after "due proof" of loss, the insurers will be held to pay upon such proofs as a jury may find reasonable and due.[4]

Notice of fire, or particulars of loss, being required to be given within 14 days or within one calendar month after fire or loss, *semble*, this means from the time of the fire or loss known. Suppose a house at a distance insured, surely though the loss occurred on the 1st of one month, notice may be given even in the last week of the second month, if the loss was not known till say the middle of the second month. And I would say the same in marine insurance. Where a ship is lost and, later, is found a wreck, it would be hard to hold that it is presumed lost from last particulars of her being in existence, say three months before she was found a wreck. Yet, in a case in Montreal, in 1870, it was held that the insured could not recover, because the vessel insured was last seen at Bic in September of one year and was afterwards found in May a wreck, all hands dead, on Anticosti, and that she was to be presumed lost from the time of last being seen, (or something like that.)

Where a mill and appurtenances were insured for one sum, and notice of the fire was given, and the subject insured was declared to be totally destroyed, it was held that no further details of loss were required. But the value, it would seem, ought to be stated to be that of the policy or over.

From *Wilson* v. *State Ins. Co.* [1] it would appear that an account of the property destroyed might fairly be asked. The value before and the value after the fire are required by the first of the conditions at the head, in the particular account of loss; and under the third clause, oath or affirmation to the account of loss is required; no oath or affirmation is usually required to notice of fire.

Where, under a clause such as the American one at the head of this chapter, with the proofs of loss is to be filed a declaration, "whether any, and what other insurance has been made on the same property," and no such declaration is filed, and other insurance has been effected and not notified, the action by the insured will be dismissed.[2]

Under the two first clauses the particular account need be only an account of the property destroyed or injured, and not of the manner and cause of the loss.[3] But under the third, "when and how the fire originated," must be stated under oath, so far as the insured knows or believes.

Under the first two clauses the interest of the insured need not be stated, but under the third it must.

Where all the books and papers of the insured were burnt, together with his stock of goods, his affidavit of that fact, and that he

[1] In the Privy Council, A.D. 1876.
[2] See *Whyte* v. *Western Ass. Co.*, in the Privy Council.
[3] Argument from *Moore* v. *Woolsey*, 28 E. L. & E. R., and see *Bramstein* case *ante*.
[4] 13 Gray's Rep. 434.

[1] In the Superior Court, Montreal, Dec., 1862.
[2] *Bataille* v. *The Merch. Ins. Co. of N. O.*, 3 Rob. Rep. La., 1843.
[3] *Catlin* v. *Springfield F. Ins. Co.*, 1 Sumner.

had, a short time before the fire, examined his books and found that his stock amounted to $5,000, which had not been much reduced by sales previous to the fire, was held a sufficient compliance with this requirement. [1]

Where the form of notice is not specified, a verbal notice or a notice directed to the agent of the insurers, and deposited in the post office is sufficient. [2]

§ 245. *"Most contiguous"—meaning of.*

The American clause at the head of this chapter imposing duty on insured, after a loss, to produce a certificate under hand and seal of a magistrate or notary, most contiguous to the place of the fire, stating that he has examined the circumstances, that he is acquainted, etc., and verily believes, etc., is very unfavorable to the insured. Numerous are the arguments that under it the insurers can use to resist payment. A prudent man ought never to take a policy with such conditions. Certificate is to be under hand and seal; suppose it to be wanting in the last particular.

It is just as bad as an appointment executed under hand alone (without seal) where, previously, ordered to be executed by writing under hand and seal; seal must be. [3]

Certificate of loss, if to be under hand and seal of a magistrate, is null, if signed but not sealed. [4]

"Magistrate or notary most contiguous"—does this mean that if both magistrates and notaries be there, the insured must employ that one of the magistrates and notaries who is most contiguous, or may he go to the magistrate of the magistrates, or to the notary of the notaries, who is most contiguous? Magistrate or notary as he pleases, I would say.

"Most contiguous," does this mean in an air line, or by common road line? There is something in favor of the air line. Say one magistrate's house adjoins in rear to the insured's; the next nearest one is twelve houses off, say 400 feet, but by the street line. Which is to be the one? The one nearest to walk to; the insured need not fly over back yards. (See art. on "Interpretation.)

Where the amount of loss is to be certificated by a magistrate, his saying "beyond the amount insured" won't do. [1]

The magistrate need not state that he was or is most contiguous to the fire. This may be proved *aliunde*. [2]

Under the American clause the insured undertakes that whoever of the magistrates may chance to be, when a fire happens, most contiguous to it, or whoever of the notaries may chance to be most contiguous, will certify as stipulated; else that insurers need not pay. It often happens in America that the two qualities of magistrate and notary are combined in one individual. Two days before a fire such an individual may have removed from a distance to a house near, *say* next door to the one destroyed by fire. He may be totally unacquainted with the insured, and may be conscientious, and, if he be, the insured will suffer, though he could easily procure the certificate, in due form, of a magistrate four or five houses further off well acquainted with the insured and his circumstances from having known him for ten years, and from having resided near him during all that time. As strict construction was required under the old English conditions requiring certificate of the minister of the parish; so under this American clause may it be. [3]

Certificate of ministers, magistrates, etc., after loss. Not absolute conditions precedent are these in Scotland, to enable persons hostilely disposed to extinguish just claims of insured. Bell's Comm. Legitimately you ought not to go further than ask stronger proofs where such certificates are so refused, says Bell.—*Wood* v. *Worsley*, *ante*, is not per-

[1] *Norton* v. *R. & S. Ins. Co.*, 7 Cowen, 645.

[2] *Curry* v. *Commonwealth Ins. Ca.*, 10 Pick. 535; *Inman* v. *Western Fire Ins. Co.*, 12 Wend. 461.

[3] 1 Parsons Select Eq. Cas., p. 436.

[4] *Mann et al.* v. *Western Ass. Co.*, 17 U. C. Q. B. Rep.

[1] *Mann et al.* v. *W. Ass. Co.*, 17 U. Ca. Q. B. R.

[2] *Ib.* See *post*, proceedings on policies, *Lounsbury* v. *Prot. Ins. Co.*

[3] Suppose wilful immoral refusal by magistrate, p. 113, Bell's opinion.

Condition precedent; the vendee was to deposit a sum in a bank on a certain day, and a bank was named; that bank would not take the money; so the vendee deposited it elsewhere and notified the man who had promised to sell, but he held himself to be freed; yet it was held that the vendee had done all possible, and that the vendor was not freed. 20 Howard's Rep. *Secombe* v. *Steele*.

fectly satisfactory; three of the judges were against the judgment.

Magistrate certifying acquaintance. This being required, there may be immorality on the part of the magistrate certifying from considerations of humanity alone; he having no acquaintance, but being the nearest, is appealed to, and the policy being explained to him, he is told that necessity is on him to certify, else an innocent man may lose a just claim.

Information suddenly collected after the fire has been, by judgment in the States, declared sufficient, and thus the devil is whipped round the post.

In *Turley* v. *N. Am. F. I. Co.*,[1] the defendants quibbled a good deal, and the court struggled to defeat them. Defendants objected to the certificate, because of the magistrate's not being absolutely the one "most contiguous;" they argued that the place of his residence, rather than of his business, was to be considered, and that a mathematical precision was to be observed in calculating the contiguities. They had several times after objecting to the certificate refused to return it, or even to show it, to the insured. The court did not deny the obligation to recognise the strict rule of the English cases, but held that the conduct of the insurers necessitated an exception, that as to the magistrate's not being the one most contiguous to the place of the fire, the magistrate here was contiguous enough, and that they would not hold the insured to a mathematical precision; also that nearness of the place of business rather than of the residence of the magistrate might control.[2]

Where the two nearest magistrates refuse to certify, and the certificate of the next nearest one is obtained, it is insufficient.[3]

Cannot there be waiver of certificate? I should say so, if the company made an adjustment, or entered into an arbitration, and afterwards refused to pay, or give a note *say*, but, later, refuse to pay. Certainly, if time for giving it (as if one calendar month be fixed) be used up in negotiations of that kind the insured ought to be protected.[1]

Shaw says that though the strict rule of the English cases, cited by Ellis in regard to the necessity of the precise certificate, and preliminary proofs, required by the conditions, has been recognized and approved in America,[2] its severity has been much mitigated by the now well settled doctrine, that all objections to the preliminary proofs are waived, except those which are taken at the the time the proofs are received, and that if the insurers accept them without pointing out their deficiencies, or refuse to pay the loss on some other ground, they cannot subsequently allege that the proofs were insufficient, or not rendered within the required time.[3] But *Scott* v. *Phœnix Ins. Co.* is against. If the nearest magistrate be concerned directly or indirectly, even as a creditor of the insured, the magistrate next nearest will be sufficient.[4]

(Will he? then literal fulfilment need not be, nor literal interpretation.)

If the magistrate's certificate do not state that he is not concerned in the loss, will it be bad? See *post* "Proceedings on policies." *Lounsbury* v. *Protection Ins. Co.*, *post*. *Semble no.*—Argument from *Mann et al.* v. *West. Ass. Co.*, 17 Q. B. R. U. Ca.

§ 246. *Duty of insurers as to defects in notice.*

Where the notice of loss is defective, the insurance company must inform the insured and ask for more formal proofs, or there is waiver.[5]

By the failure of insurers to object to defective notice, the right to urge the objection is often waived. It is not so waived where the notice is given late in time, but where the forms of proof are not exactly right, and the defect could be remedied easily.[6] It is the duty of the insurers to point out defects in the forms of proof.[7] 38 Vict. c. 65, Ontario,

[1] 25 Wendell.

[2] Was the above a good judgment? I doubt it. Contiguous enough, illegal. Chancellor's foot.

[3] *Leadbetter* v. *Ætna Ins. Co.*, 13 Maine.

[1] See further under waiver *post*.

[2] See *Leadbetter* v. *Ætna Ins. Co.*, 13 Maine.

[3] *Heath* v. *Franklin. F. Ins Co.*, 1 Cushing 257; *Ætna Ins. Co*, v. *Tyler*, 16 Wend. 385; *Turley* v. *North Am. Fire Ins. Co.*, 25 Wend. 375.

[4] So held in Tennessee, 5 Sneed's R.

[5] Steadily held so in Maine. *Patterson* v. *Triumph Ins. Co.*, 64 Maine R.

[6] Flanders, p. 567.

[7] *Ib.* 598.

requires this, particularly where before suit they refuse to pay for other stated reasons.[1]

## *INSOLVENT NOTICES, ETC.*

*Quebec Official Gazette, Feb. 21.*

*Judicial Abandonments.*

H. A. Bériau, bookseller, Farnham, Feb. 13.
John C. Ogilvie, hotel-keeper, Aylmer, Jan. 29.
Wenceslas Turcotte, trader, St. Fréderic, Feb. 14.
Adam Waters, grocer, Quebec, Feb. 17.

*Curators appointed.*

*Re* David Gagnon, Bascatong Bridge, Ottawa County. M. Shea, Maniwaki, curator, Jan. 31.

*Re* F. Godbout, fils.—A. A. Taillon, Sorel, curator, Feb. 15.

*Re* Hamel & Thériault.—Bilodeau & Renaud, Montreal, joint curator, Feb. 13.

*Re* Peter Harkness, Montreal.—W. A. Caldwell, Montreal, curator, Feb. 14.

*Re* McGinnis Bros., Athelstane.—Kent & Turcotte, Montreal, joint curator, Feb. 16.

*Re* Joseph Menard, carriage-maker.—J. C. Desautels, St. Hyacinthe, curator, Feb. 18.

*Re* Wells & Crossley, Montreal.—W. A. Caldwell, Montreal, curator, Feb. 16.

*Dividends.*

*Re* Amédée Beaupré, Hochelaga.—First and final dividend payable March 4, L. G. G. Beliveau, Montreal, curator.

*Re* Hyman Bercovitch, Montreal.—First and final dividend, payable March 10, A. W. Wilks, Montreal, curator.

*Re* H. Bourassa & Co.—First and final dividend, payable March 10, C. Desmarteau, Montreal, curator.

*Re* J. M. Conroy, Montreal.—First and final dividend, payable March 15, Kent & Turcotte, Montreal, joint curator.

*Re* Julien Hébert *et al.*. Ste. Martine.—First and final dividend on proceeds of lots, payable March 16, Kent & Turcotte, Montreal, joint curator.

*Re* Prime Houle, Ste. Perpétue.—First and final dividend on proceeds of lots, payable March 16, Kent & Turcotte, Montreal, joint curator.

*Re* F. X. Labranche, Thetford Mines.—First dividend, payable March 15, Kent & Turcotte, Montreal, joint curators.

*Re* L. Marion & Co., Hull.—First and final dividend, payable March 10, J. McD. Hains, Montreal, curator.

*Re* Louis H. Mineau, Louiseville,—First and final dividend on mortgages, payable March 16, Kent & Turcotte, Montreal, joint curator.

*Re* Phillips & Sullivan.—First and final dividend, payable March 11, L. P. Robitaille, Quebec, curator.

*Re* T. Rousseau & fils.—First and final dividend, payable March 11, C. Desmarteau, Montreal, curator.

*Re* Frederick C. Weldon, Grenville.—First and final dividend, payable March 10, W. A. Caldwell, Montreal, curator.

*Separation as to property.*

Victorine Authier vs. Napoléon Florentin Joulin, Montreal, Feb. 16.

[1] *Ib.* 601.

## *GENERAL NOTES.*

FALSE TRADE DESCRIPTIONS.—At the Birmingham Police Court, on November 4, judgment was given in the case of Messrs. Evans, goldsmiths, of Northampton street, who were summoned by Messrs. Blanckensee & Co. (Limited), jewellers, for selling three bracelets to which a false trade description had been applied, and also for applying a false trade description to three bracelets. The summonses were heard a week previously, but the magistrates reserved their decision. The case arose out of a business transaction. In August last Messrs. Blanckensee ordered of the defendants half a gross of 9-carat gold bracelets. The defendant offered to make them at 45s. an ounce. One lot was delivered, and Messrs. Blanckensee had three of the articles assayed, and they came out at from six to seven carats in consequence of the quantity of solder used. In an early stage of the proceedings the case against Mr. Masters Evans, the son of the other defendant, was dismissed. On behalf of the father it was contended that he knew nothing of the practical work, which he entrusted entirely to a responsible manager. The magistrates found that the defendant had sold the bracelets under a false trade description, and thought the justice of the case would be met by a fine of £10 and costs.

A VALUABLE JUDGE.—Judge Trumbull, at the annual meeting of the Illinois State Bar Association, referred to Judge Thomas C. Brown, of whom he could not say much. "His opinions are not to be found in the reports, I believe, and although he sat upon the Supreme Bench for thirty years, I recollect but one opinion of his appearing in the reports, and that, I believe, on an investigation that took place in the Legislature, was proved to have been written by somebody else!"

THE NEW LORD OF APPEAL.—The Queen has been pleased to approve the appointment of the Right Hon. Sir James Hannen, D.C.L., President of the Probate, Divorce, and Admiralty Division of the High Court of Justice, to be Lord of Appeal in Ordinary, in the room of the Right Hon. Sir Barnes Peacock, deceased. Sir James Hannen is just seventy years of age. It is forty-three years since he was called to the bar, and twenty-three since he took his seat on the bench as a justice of the Court of Queen's Bench. He was soon transferred to the Court of Probate, and has now been for many years President of the Probate Division of the High Court. Those who remember the dignity and impartiality with which Sir James presided over the Special Commission Court, and the unwearied labour which he devoted to the enquiry, will recognise that this promotion has been well earned. Sir James was knighted in 1868, and added to the Privy Council in 1872. He is a widower.—*Law Journal.*